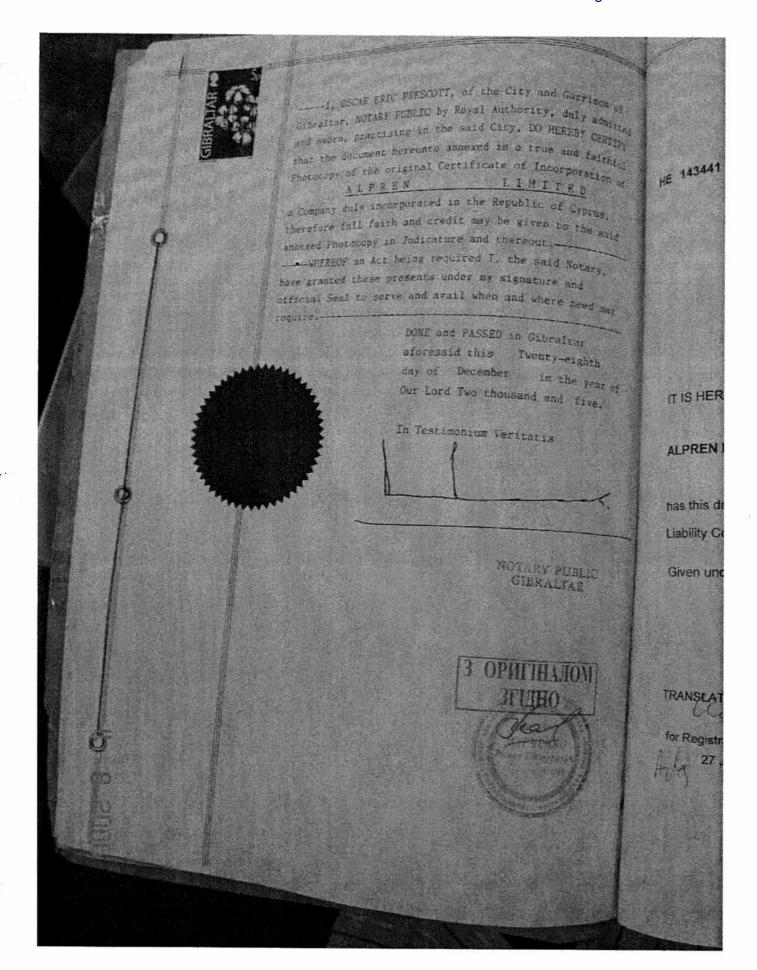
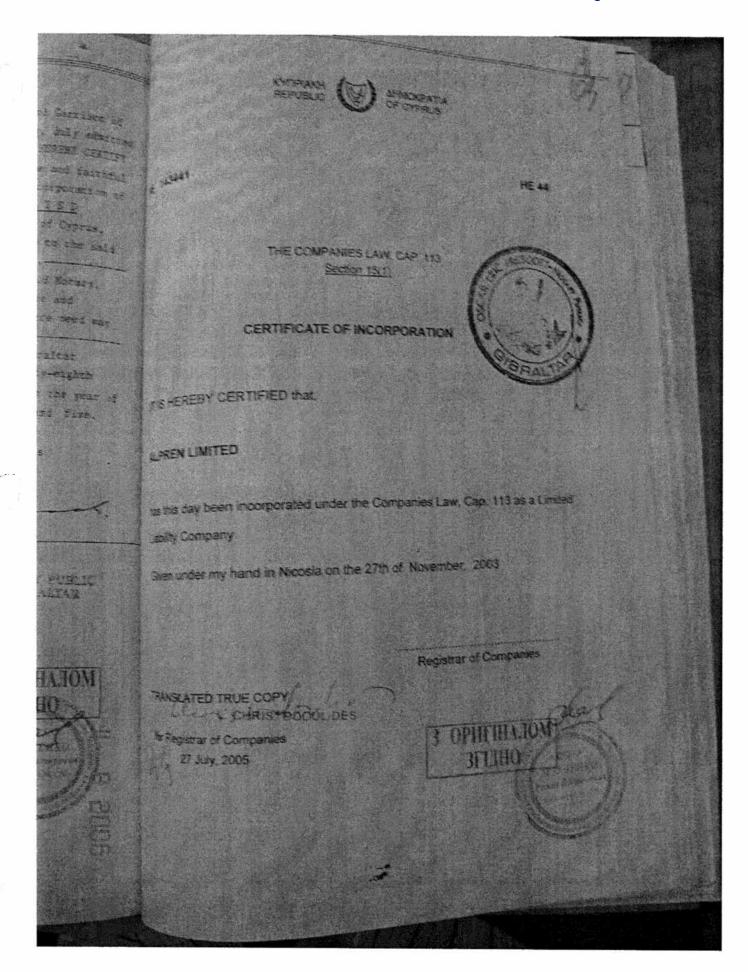
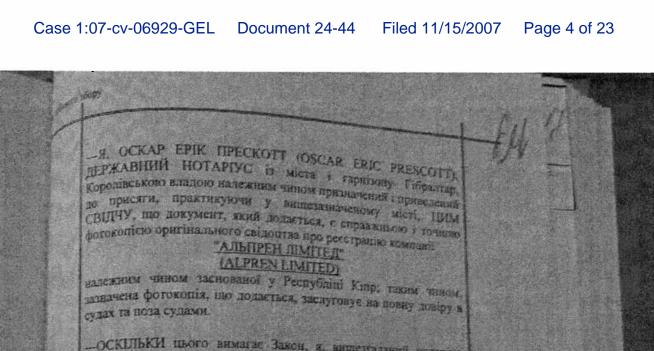
### **EXHIBIT N PART 29**







—ОСКІЛЬКИ цього вимагає Закон, я, вищезгадання вогарпусвидаю цей документ за моїм власноручним підписом і офінійною печаткою для використання і представлення сирізь і завжди, де і коли у цьому виникиє потреба.

> ВИКОНАНО і ВИДАНО у вищенгаланому м.Гібралтарі цього двадцять восьмого дня грудня року Господа нашого дві тисячі п'ятого.

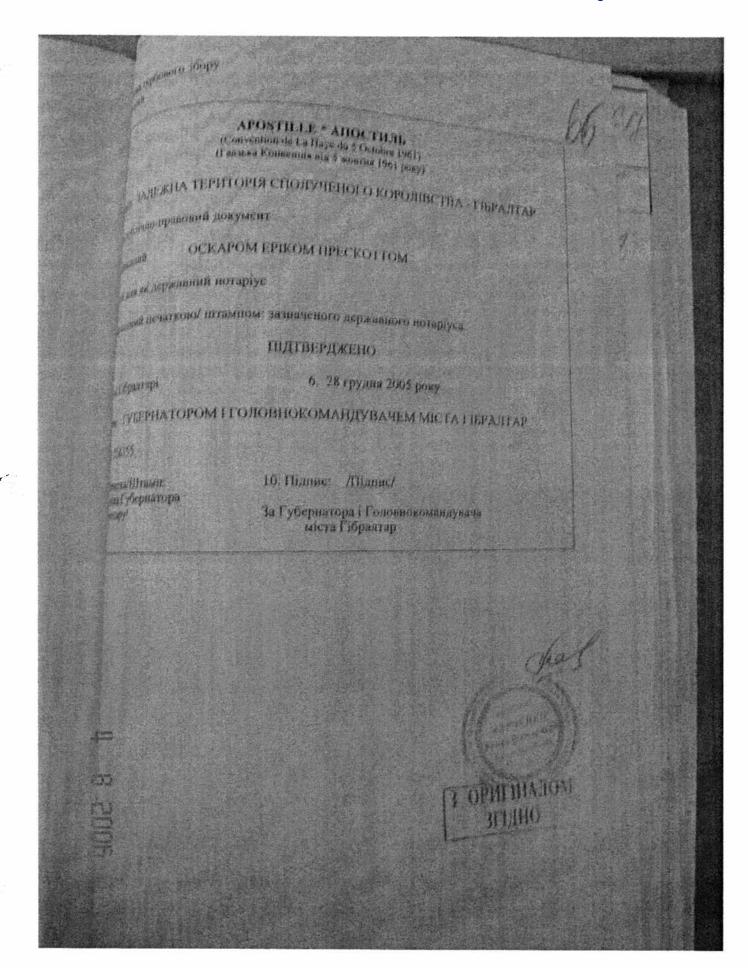
На засвідчення справжності

/Піланс/

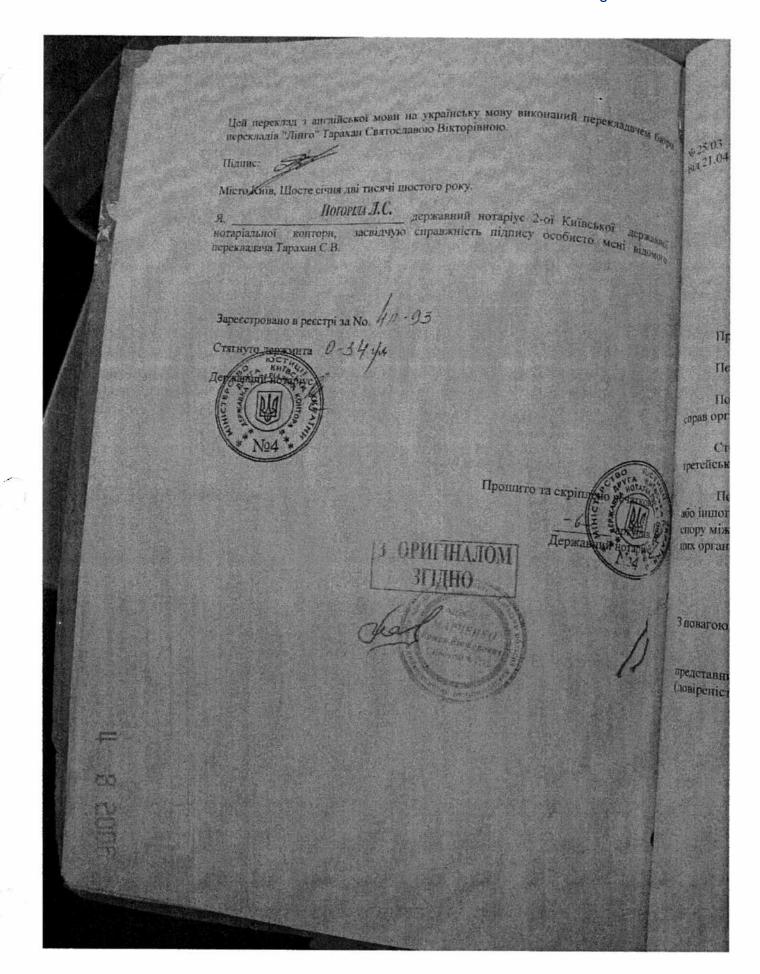
ДЕРЖАВНИЙ НОТАРІУС ПБРАЛТАР

Печатка державного потаріуса/

3 OPHTHUAOM 3FUHO



311/110



Court Information Center

REFERENCE 67

According to information of BD "Dilovodstvo GS" the case/claim 40/242 was lodged on 10.04.06

Smirnova L.G.

Status of the case/claim Article 64 of the Code of Commercial Procedure

Additional Information 21.04.06 12:00

Date 21.04.06

Signature

[Signature]

№ 25/03 dated 21.04.2006

68

Claimant

"Alpren Limited"

Defendant

"Storm" LLC

### APPLICATION in case No 40/242

We hereby request the Esteemed Court to take into consideration the following.

Claimant does not request hearing in confidence.

Claimant is not aware of any cases related to this case, which are pending before any bodies authorized to consider commercial disputes, or competent bodies.

Parties have not entered into an arbitration agreement with respect to this dispute.

Claimant is not aware of any case pending between the same parties under the same cause of action before commercial courts or other bodies, authorized to consider commercial disputes, or of any decision of such bodies in this dispute.

Respectfully Yours,

Representative of Claimant

[Signature]

Marchenko R.V.

(Power of Attorney can be found in the case file), [Seal of Attorney Marchenko R.V.]

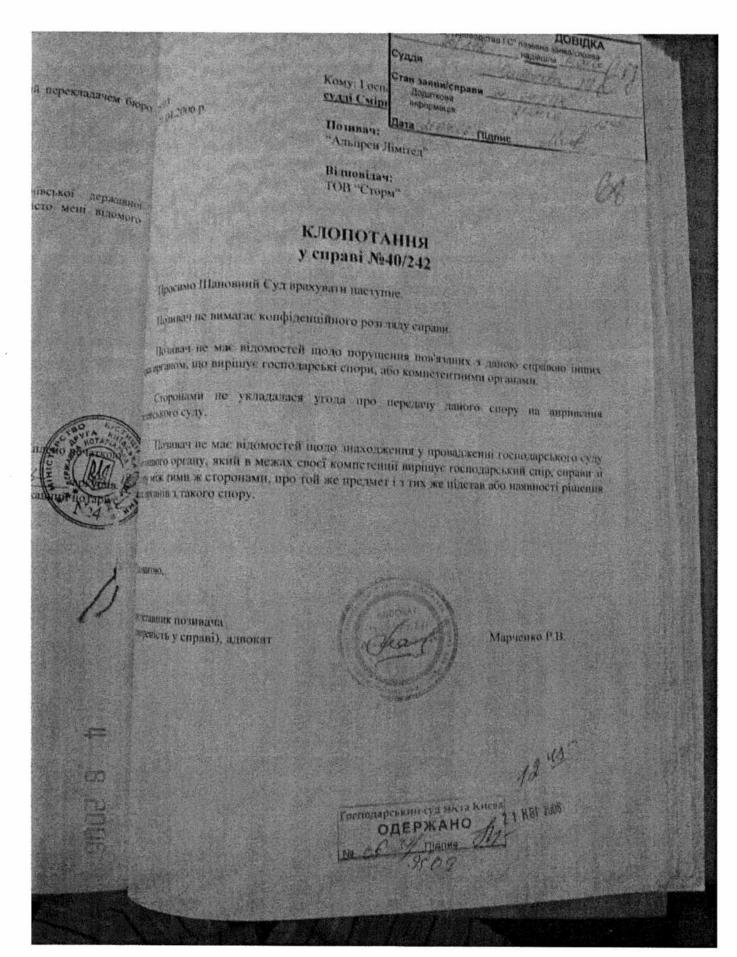
Attorney

12 <u>45</u>

The Kyiv Commercial Court RECEIVED

21 APR 2006

№ 06-37/9509 Signature [Signature]



### KYIV COMMERCIAL COURT

44-B Bogdana Khmeinytskogo Street, Kyiv 01030 tel. 486-65-72

### MINUTES

of the court hearing dated 21.04.2006 in case № 40/242

The court hearing is held at: Kyiv, B. Khmelnytskoho st., 44-B, room № 23.

Composition of the Commercial court of the city of Kyiv: Judge Smirnova L.G.

Secretary of the court hearing: Umanets A.V.

Representatives of the Parties:

For Claimant: Marchenko R.V., acting on the basis of power of attorney, unnumbered, dated

05.04.2006.

For Defendant: Klymenko V.V., Director General, acting on the basis of Minutes dated 08.02, 2006.

Case heard:

based on the claim filed by Alpren Limited

USREOU code

Against

Storm Limited Liability Company

USREOU code 21363325

on

recognition as unlawful and termination of the actions.

No applications for technical recording of the proceedings have been filed.

12:00 p.m. Court hearing is started. Presence of the parties and their authority is verified.

The judge announces the composition of the court and explains the right to challenge the court under Art. 20 of the Commercial Procedure Code of Ukraine.

No challenge to the court is claimed.

The judge explains the rights and obligations of the participants of the proceedings under Art. 22 of the Commercial Procedure Code of Ukraine.

Consideration of the materials of the case and examination of evidence.

Presentation of Claimant's case.

Presentation of Defendant's case.

12:15 p.m. The court announces recess until 9:15 a.m. 25.04.2006.

Judge

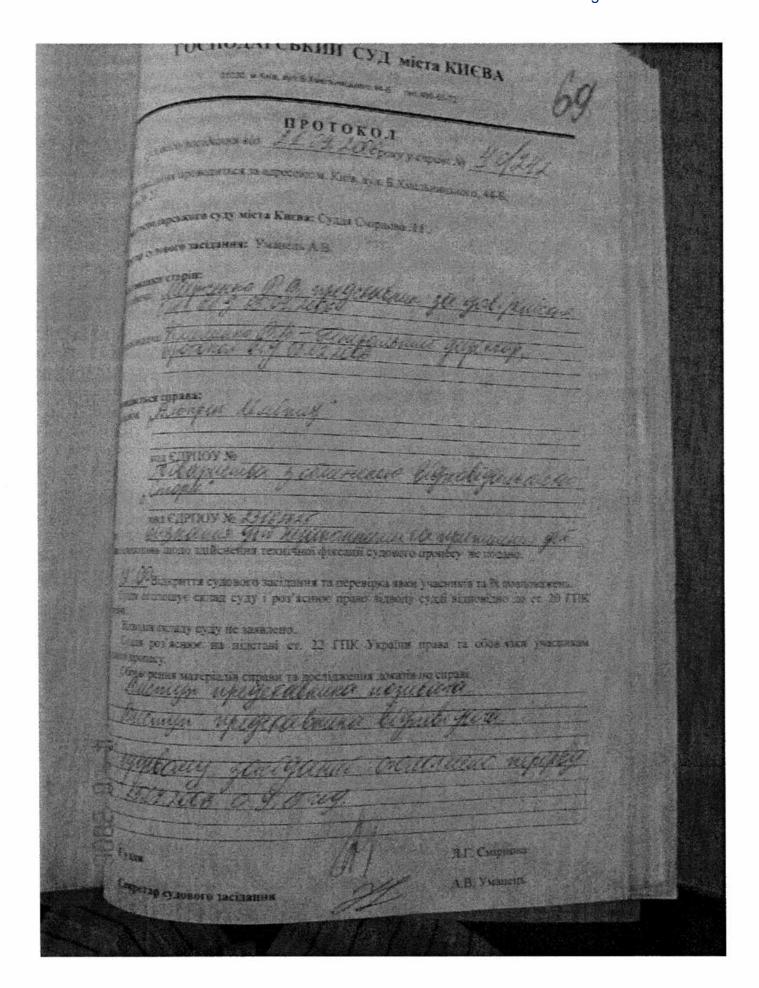
[Signature]

L.G. Smirnova

Secretary

[Signature]

A.V. Umanets



### KYIV COMMERCIAL COURT

44-B Bogdana Khmelnytskogo Street, Kyiv 01030 tel. 486-65-72

### MINUTES

of the court hearing dated 25.04.2006 in case № 40/242

The court hearing is held at: Kyiv, B. Khmelnytskoho st., 44-B, room № 23.

Composition of the Commercial court of the city of Kyiv: Judge Smirnova L.G.

Secretary of the court hearing: Umanets A.V.

Representatives of the Parties:

For Claimant: Marchenko R.V., acting on the basis of power of attorney, unnumbered, dated

05.04.2006.

For Defendant: Klymenko V.V., Director General, acting on the basis of Minutes dated 08.02.2006.

Case heard:

based on the claim filed by Alpren Limited

USREOU code

Against

Storm Limited Liability Company

USREOU code 21363325

on

recognition as unlawful and termination of the actions.

No applications for technical recording of the proceedings have been filed.

9.15 a.m. Court hearing is resumed. Presence of the Parties and their authority is verified.

The judge announces the composition of the court and explains the right to challenge the court under Art. 20 of the Commercial Procedure Code of Ukraine.

No challenge to the court is claimed.

The judge explains the rights and obligations of the participants of the proceedings under Art. 22 of the Commercial Procedure Code of Ukraine.

Consideration of the materials of the case and examination of evidence.

Presentation of Claimant's case.

Presentation of Defendant's case.

9.29 a.m. The court announces the decision.

9.30 a.m. Court hearing is closed.

Judge	[Signature]	L.G. Smirnova
Secretaty	[Signature]	A.V. Umanets

Саѕе 1:07-сv-06929-GEL Document 24-44 Filed 11/15/2007 Page 16 of 23

ГОСПОДАРСЬКИИ СУД міста КИЄВА

отозо, м. Коль, вул. 6 Хмерынацького, 44.5

ПРОТОКОЛ

отобого засідання від 25.04.2006 року у справі № 40/242

від осноларського суду міста Києва: Судія Смірнова Л.Г.

жизвинки сторін:
Марченко Р.В., представник за довіреністю б/н від 65.04.2006 від 08.02.2006

падасться справа:

поровом «Альпрен Лімітед»

Товариства з обмеженою відповідальністю «Сторм» код ЄДРПОУ №23163325

визнання дій незаконними та припинення дій ві клопотань щодо здійснення технічної фіксації судового процесу не

9:15 Продовження судового засідання та перевірка явки учасників та їх

Суддя оголошує склад суду і роз'яснює право відводу судді відповідно до ЭПК України.

Відводів складу суду не заявлено.

Суддя роз'яснює на підставі ст. 22 ГПК України права та обов'язки

саятам судового процесу.

Обговорення матеріалів справи та дослідження доказів по справі.

Виступ представника позивача.

Виступ представника відповідача.

9:29 Судом оголошено рішення.

9:30 Закриття судового засідання.

Суддя

Секретар судового засідання

Л.Г. Смірнова

А.В. Уманець



### KYIV COMMERCIAL COURT

44-B Bogdana Khmelnytskogo Street, Kyiv 01030 Tel.: 486-65-72

### **DECISION** IN THE NAME OF UKRAINE

Nt40/242

25.04.2006

Under the claim of: Alpren Limited, Legal entity under the laws of Cyprus Republic

against: RE:

Limited liability company "Storm"

recognition of certain actions as unlawful and their termination

The Judge: Smirnova L.G.

Representatives:

Of the plaintiff: Marchenko R.V., representative acting on the basis of the Power of Attorney

(unnumbered), dated April 5, 2006

Of the defendant: Klimenko V.V., Director General acting on the basis of the Minutes, dated February 8, 2006

### **FACTUAL BACKGROUND:**

The Plaintiff filed a claim to recognize as unlawful the actions of the Defendant related to the execution of the Shareholder Agreement, dated January 30, 2004, and to terminate the actions of the Defendant related to its performance under the said agreement. During the case hearing, the Plaintiff has extended its statements of claim and asks to recognize as unlawful the actions of the Defendant related to the execution of the Shareholders Agreement, dated January 30, 2004, and the Voting Agreement, dated September 2, 2002, and to terminate the actions of the Defendant related to its performance under the said agreements.

By its Ruling, dated April 14, 2006, the Kyiv Commercial Court initiated court proceedings in the case, and the court hearing was scheduled for April 21, 2006.

At the court sitting of April 21, 2006 the case hearing was adjourned until April 25, 2006.

The Defendant submitted no statement of defense to the statement of claim.

The Plaintiff's representative, present at the court sitting, sustained the above statements of claim and asked the court to allow the claim in full.

The Defendant's representative denied the claim and asked the court to disallow it.

[round seal of the Clerk's Office No.1 of the Kyiv Commercial Court]

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Having studied the case papers and having heard the arguments of the parties' representatives, the Kyiv Commercial Court, -

### **DETERMINED AS FOLLOWS:**

Pursuant to Article 124 of the Constitution of Ukraine, the jurisdiction of the courts extends to all legal relations that arise in the State. Pursuant to Article 12 of the Commercial Procedural Code of Ukraine, commercial courts are competent to adjudicate in cases involving disputes arising in connection with execution, amendment, termination or performance of commercial agreements or otherwise, unless the parties refer the dispute for settlement to the court of arbitration (arbitration tribunal). The case papers reveal that the dispute in question has not been referred for settlement to the court of arbitration (arbitration tribunal) and is, therefore, within the jurisdiction of the commercial courts of Ukraine.

The Defendant is a limited liability company existing under the laws of Ukraine and its Charter.

The Plaintiff is one of the Defendant's participants holding 49.9 percent of votes. The Plaintiff, as the Defendant's participant, is entitled to participate in the management of the

The Defendant's operations were and are managed by its bodies authorized by the Charter and the laws of Ukraine. Its current business operations are managed by its executive body - the Director General, Pursuant to Article 145 of the Civil Code of Ukraine, powers of the Defendant's Director General and their limitations are defined in Article 12 of the Defendant's Charter.

On September 9, 2002 the Defendant, as represented by its Director General, entered into the Voting Agreement between Telenor Mobile Communications AS and Storm Limited Liability Company. The said agreement bound the Defendant to purchase shares of Closed Joint Stock Company "Kyivstar G.S.M." on certain conditions (Clause 2.04(b)). Pursuant to the Defendant's Charter (Article 12), as in effect at the time of execution of the Voting Agreement, the Director General was authorized to sign the said agreement only upon approval by the Meeting of Participants, unless otherwise agreed between the participants. The court established that the Defendant's Meeting of Participants did not approve the above agreement, that there existed no other arrangements between the Defendant's participants other than those stipulated in its constituent documents, and that there was no evidence to suggest that the agreement was approved by the Defendant at any time later.

Therefore, having signed the Voting Agreement and actually trying to administer the Defendant's funds, the Defendant's Director General acted unlawfully and in excess of its powers, in violation of requirements of the laws of Ukraine, in particular, Article 145 of the Civil Code of Ukraine, and provisions of the Defendant's Charter.

On January 30, 2004 the Defendant, as represented by its Director General, entered into the Shareholders Agreement between Telenor Mobile Communications AS, Storm Limited Liability Company, and "Kyivstar G.S.M." Closed Joint Stock Company. The said agreement bound the Defendant to purchase shares of "Kyivstar G.S.M." CJSC on certain conditions (Clause 2.03(b)(i)). Pursuant to the Defendant's Charter (Article 12), as in effect at the time of execution of the Shareholders Agreement, the Director General was authorized to sign the said agreement only upon approval by the Meeting of Participants, unless otherwise agreed between

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Therefore, having signed the Shareholders Agreement and actually trying to administer the Defendant's funds, the Defendant's Director General acted unlawfully and in excess of its powers, in violation of requirements of the laws of Ukraine, in particular, Article 145 of the Civil Code of Ukraine, and provisions of the Defendant's Charter.

Pursuant to Article 228 of the Civil Code of Ukraine, a transaction is considered as such that violates public order, in particular, where it was aimed at illegal seizure of property of a legal entity. In view of the fact that the Voting Agreement, dated September 2, 2002, and the Shareholders Agreement, dated January 30, 2004, are aimed at illegal seizure of the Defendant's funds, the court concludes that, pursuant to Article 215 and Article 228 of the Civil Code of Ukraine, the Voting Agreement, dated September 2, 2002, entered between Telenor Mobile Communications AS and Storm Limited Liability Company, and the Shareholders Agreement, dated January 30, 2004, entered between Telenor Mobile Communications AS, Storm Limited Liability Company, and "Kyivstar G.S.M." Closed Joint Stock Company, should be rendered null and void in full, including the arbitration clause, from the time of their execution.

Pursuant to Article 216 of the Civil Code of Ukraine, an invalid transaction does not entail any legal consequences, except for those related to its invalidity. Any concerned person has the right to require to apply the consequences of invalidity of a void transaction.

Therefore, the court concludes that there are no legal grounds for the Defendant to take any actions for the purpose of performance under the Voting Agreement, dated September 2, 2002, entered between Telenor Mobile Communications AS and Storm Limited Liability Company, and the Shareholders Agreement, dated January 30, 2004, entered between Telenor Mobile Communications AS, Storm Limited Liability Company, and "Kyivstar G.S.M." Closed Joint Stock Company, and the court further concludes that any such actions must be terminated.

The court also takes into account the fact that the Voting Agreement and the Shareholders Agreement, being actually partial changes and amendments to the Charter of "Kylvstar G.S.M." CSJC, are not duly registered and are executed in English, contrary to the requirements of the public law as to the state language, as provided in Article 10 of the Constitution of Ukraine, and therefore, the above agreements violate the requirements of Article 203 of the Civil Code of Ukraine, and this fact even alone allows to invalidate the said agreements.

Subject to the foregoing and being governed by Articles 49, 82 - 85 of the Commercial Procedural Code of Ukraine, the court, -

### **RESOLVES AS FOLLOWS:**

- 1. To allow the claim partially.
- 2. To render unlawful the actions of the "Storm" Limited Liability Company related to the execution of the Voting Agreement, dated September 2, 2002, entered between Telenor Mobile Communications AS and "Storm" Limited Liability Company.
- 3. To render unlawful the actions of the "Storm" Limited Liability Company related to the execution of the Shareholders Agreement, dated January 30, 2004, entered between Telenor

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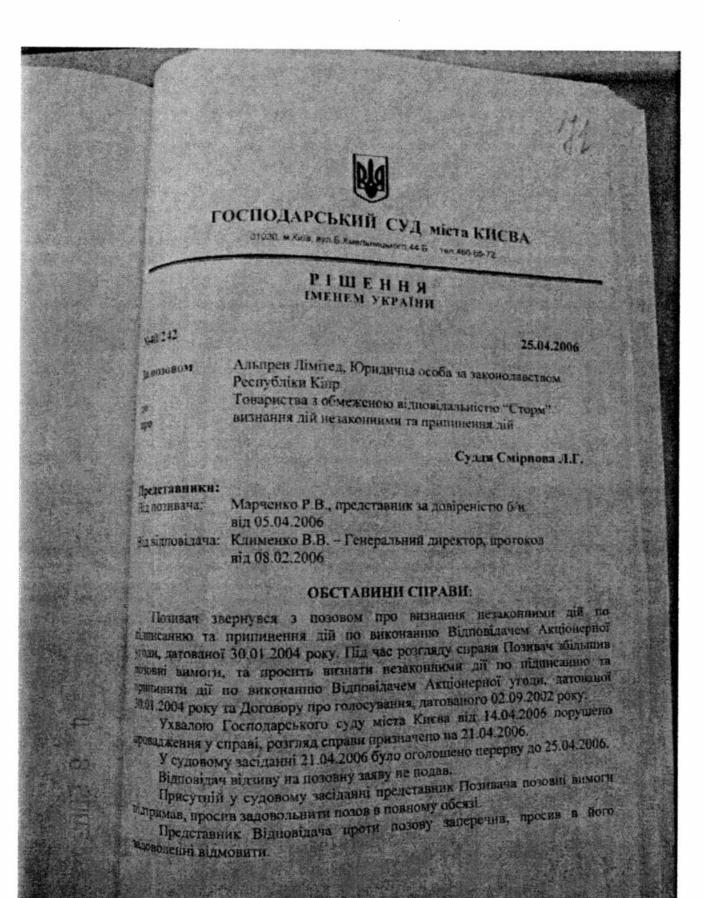
- 4. To apply the consequences of invalidity of the void transaction the Voting Agreement, dated September 2, 2002, entered between Telenor Mobile Communications AS and Storm Limited Liability Company and terminate the actions of the "Storm" Limited Liability Company related to performance under the Voting Agreement, dated September 2, 2002, entered between Telenor Mobile Communications AS and "Storm" Limited Liability Company.
- 5. To apply the consequences of invalidity of the void transaction the Shareholders Agreement, dated January 30, 2004, entered between Telenor Mobile Communications AS, Storm Limited Liability Company, and "Kyivstar G.S.M." Closed Joint Stock Company and terminate the actions of the "Storm" Limited Liability Company related to performance under the Shareholders Agreement, dated January 30, 2004, entered between Telenor Mobile Communications AS, "Storm" Limited Liability Company, and "Kyivstar G.S.M." Closed Joint Stock Company.
- 6. To collect the following amounts from "Storm" Limited Liability Company (1 Narodnogo Opolchennya Street, Kyiv 01001, c/a 26000100675001 opened with Alfa-Bank CJSC, USREOU¹ Code 23163325, MFO 300346) for the benefit of Alpren Limited, Legal entity under the laws of Cyprus Republic: UAH 85.00 (eighty five) of the state duty and UAH 118.00 (one hundred eighteen) of the costs of services related to the technical and information support of the court proceedings.
  - 7. To issue an appropriate order.

This decision shall come into legal force ten days after its adoption.

The Judge

Smirnova L.G.

[handwritten: Secretary [signature]]



рог ниувани матеріали справи та заслужавни пояснення представників

### встановив:

задановительности в виникають у державі. Відповідно до ст. 12 попроводни ображного процесуального кодексу України госполарським судам справи у спорах, що виникають при укладенні, дмілі, розгрванні і посподарських договорів га з інших підстав якщо сторони не возграні спір на вирішення гретейського суду (арбітражу). З матеріалів праву) не переданий, отже він підвідомній господарським судам україни. Відповідач є товариством з обмеженою відповідальністю, яке ще па законодавства України та статуту.

Позивач с одним із учасників Відповідача, якому належить 49,9 одна голосів. Позивачу, як учаснику Відповідача, належить право на

керівництво діяльністю Відповідача здійснювалось та здійснюється органами, повноваження яких визначені в Статуті, а також продавством України. Поточною діяльністю керує виконавчий орган предъний директор. Повноваження генерального директора Відповідача та баження його повноважень, у відповідності до ст. 145 Цивільного кодексу сали, визначені в ст. 12 Статуту Відповідача.

02.09.2002 року Відповідачем в особі генерального директора буво таписано Договір про голосування між Теленор Мобайд Комьюнікеция АС з Іовариством з обмеженою відповідальністю "Сторм". Вказаним договором становлено обов'язок по придбанню Відповідачем акцій "Київстар да Ес Ем." за певних умов (п.2.04, b). У відповідності до Статуту Відповідача ст.12) в редакції, що діяла на момент підписання Договору про голосування, зперальний директор мав право підписувати вказаний договір пільки після апкраження зборами учасників, якщо не існує іншої домовленості між пасниками. Судом встановлено, що зборами учасників Відповідача вказаний штовір не затверджувався, будь-яких іншох домовленостей між учасниками здловідача, крім визначених в установчих документах, не існувало, докази вто наступного сквалення Відповідачем відсутні.

Таким чином, підписуючи вказаний Договір про голосування та зактично намагаючись розпорядитися грошовими коштами Відповідача, перельній директор Відповідача діяв незаконно, з перевищенням своїх зовноважень, порушуючи вимоги законодавства України зокрема ст. 145

зольного колексу України, га статуту Відповідача. 30.01.2004 року Відповідачем в особі генерального директора було зависана Акціонерну угоду між Теленор Мобайя Комьюнікелом АС,